

THIS TOWER ATTACHMENT LICENSE AGREEMENT ("License") is executed this _____, day of _____, 2002 (which date is the date of last execution between Licensors and Licensee), by and between LODESTAR TOWERS CALIFORNIA, INC., by SPECTRASITE COMMUNICATIONS, INC., as its attorney-in-fact pursuant to that certain Tower Management Agreement dated July 1, 2000 ("Licensor") and the COUNTY OF SAN BERNARDINO ("Licensee").

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Premises.** Licensor hereby grants to Licensee a License to install, maintain and operate Licensee's wireless communications equipment and appurtenances on a tower owned by Licensor ("Tower"), including antennas at a centerline height of 40 feet above ground level on the Tower, which is located on certain real property leased by Licensor more particularly described in **Exhibit "A"** attached hereto ("Property"); and to install, maintain, operate and remove Licensee's equipment cabinet or compound and related devices owned by Licensee on a 36 square foot portion of the Property at a location depicted on **Exhibit "A-1"** attached hereto (the space occupied by Licensee on the Property and the Tower hereinafter shall be referred to collectively as the "Premises"). Subject to limitations contained in the Prime Lease (as defined below), Licensor also grants Licensee rights of ingress, egress and utilities to the Premises twenty-four (24) hours per day, seven (7) days per week during the Initial Term and any Renewal Term (as hereinafter defined in paragraphs 3 and 4) of this License over, under and through that real property described in Exhibit "A" to a public right of way.

2. **Use.** Licensee may use the Premises for the receipt and transmission of wireless communications signals. The use granted Licensee by this License shall be non-exclusive and limited in strict accordance with the terms of this License. Licensor shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Licensor. Licensee shall have no property rights or interest in the Premises or the Easement by virtue of this License. This License shall also be subject to the terms and continued existence of that certain License for the Premises entered into by Licensor and Los Angeles SMSA Limited Partnership ("Prime Landlord") which is dated September 30, 1997 a copy of which together with all amendments and addenda thereto (but subject to the redaction of financial terms) is attached hereto as **Exhibit "B-1"** ("Prime Lease") and to the terms and continued existence of that certain License entered into by Los Angeles SMSA Limited Partnership and the United States Forest Service dated September 30, 1996, a copy of which together with all amendments and addenda thereto (but

subject to the redaction of financial terms) is attached hereto as **Exhibit "B-2"**. Licensee covenants that it shall not commit any act which would result in a default or nonconformance with the Prime Lease. In the event that the Prime Lease requires the consent of the Prime Landlord under the Prime Lease to the making of this License, it shall be a condition precedent to the effectiveness of this License that Licensee obtain such consent, as Licensor deems necessary in its sole discretion. In the event that the Prime Lease expires or is terminated, this License shall terminate as between Licensor and Licensee on the effective date of termination of the Prime Lease and Licensor shall have no liability to Licensee as a result of the termination of this License. Licensor is under no obligation to extend the term of the Prime Lease or renew the Prime Lease. Licensor shall give Licensee written notice of such termination or expiration of the License as provided herein as soon as practicable but no later than sixty (60) days prior to the date of an anticipated termination or expiration. If this license terminates or expires before termination or expiration of the Prime Lease, Licensee shall have no liability or obligation beyond the date of this License.

3. **Initial Term.** The Initial Term of this License shall be for a period of five (5) years commencing on the earlier of the date Licensee commences the installation of the Equipment (as defined in paragraph 8(b) below) or the execution of this License by both parties ("Commencement Date") and expiring on the fifth (5th) year anniversary of the Commencement Date ("Initial Term"). Licensee agrees to provide immediate written notice to Licensor of Licensee's commencement of the installation of the Equipment. Following the Commencement Date, the parties may acknowledge in writing their mutual understanding of the precise Commencement Date.

4. **Renewal Terms.** Licensee shall have the right to extend this License for two (2) additional five (5) year terms (each a "Renewal Term"). This License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor of Licensee's intention not to renew this License at least sixty (60) days prior to the end of the then existing term of this License. Each Renewal Term shall be on the same terms and conditions as set forth in this License except that consideration for this License shall increase as provided in paragraph 5(b).

5. **Consideration.** (a) **Initial Term.** During the Initial Term, Licensee shall pay annually to Licensor as consideration for this License the sum of Fourteen Thousand Four Hundred and No/100 Dollars (\$ 14,400.00) ("Fee"), subject to increase as provided in the following sentence. The Fee shall be payable in equal monthly installments. The Fee shall increase each year by an amount equal to three percent (3%) over the Fee payable for the immediately preceding year. The Fee shall be payable in equal monthly installments. The first monthly installment payment shall be due on the Commencement Date. The Fee paid by Licensee to Licensor shall be due without set-off notice or demand from Licensor to Licensee. Any Fee or other sum not received by Licensor within fifteen (15)

days of the date when due shall be subject to a late penalty of five percent (5%) of the amount which is overdue. In addition to said Fee, Licensee shall also be responsible for reimbursing Licensor for any increase in rental payments due and owing the United States Forest Service by the Licensor or Prime Landlord as a result of the installation of the Licensee's equipment. (b) Renewal Term. In the event this License is renewed as provided for in paragraph 4, the Fee applicable to such Renewal Term shall be paid in equal monthly installments beginning on the first day of the respective Renewal Term and shall be subject to the same three percent (3%) annual increase described in paragraph 5(a) for the Initial Term. (c) If at any time during the initial term of this License or any renewal or extension thereof a tax or excise on rents, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon Licensor) is levied or assessed against Licensor by any lawful taxing authority on account of Licensor's interest in this License or the rents or other charges reserved hereunder, as a substitute in whole or in part, or in addition to the general taxes described herein, Licensee agrees to pay to Licensor upon demand, and in addition to the rentals and other charges prescribed in this License, the amount of such tax or excise. (d) Any fee or other payment made by Licensee shall contain a notation of the applicable Licensor site number applicable to this License, which site number is CA-0456.

6. **Conditions Precedent.** Licensee's obligation to perform under this License shall be subject to and conditioned upon Licensee securing appropriate approvals for Licensee's intended use of the Premises from the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and any other federal, state or local regulatory authority having jurisdiction over Licensee's proposed use of the Premises. Licensee's inability (following all reasonable efforts) to successfully satisfy these conditions shall relieve Licensee from any obligation to perform under this License. Licensee shall act with due diligence to obtain and maintain all governmental approvals necessary for Licensee to perform under this License.

7. **Warranty of Title and Quiet Enjoyment; Subordination.** Licensor warrants that (i) Licensor leases the Property and operates the Tower; and (ii) Licensor has full right to make and perform this License subject to the terms, covenants and conditions of the Prime Lease. Upon Licensee's payment of the Fee and all other charges due hereunder, and otherwise complying with the terms hereof, Licensor shall ensure that Licensee may have quiet use and enjoyment of the Premises. This License shall be subordinate and inferior to any mortgage or lien which currently or hereafter encumbers the Property or the Tower. Licensor shall reasonably cooperate with Licensee, in Licensee's efforts to obtain a non-disturbance agreement from the holder of any mortgage or deed of trust on the Property.

8. **Improvements by Licensee.** (a) Plans, Structural Analysis and RF Analysis. (i) Prior to the commencement

of any construction or installation on the Premises by Licensee, Licensee shall furnish, for review and approval by Licensor, which approval may be withheld in Licensor's reasonable discretion, plans and specifications for such construction or installation of the improvements and Licensee shall not commence the construction or installation on the Premises until such time as Licensee has received written approval of the plans and specifications from Licensor. Licensee shall be responsible for paying in advance to Licensor the cost of any structural enhancements to be made to the Tower to accommodate the Equipment. Such structural enhancements shall become part of Licensor's Tower. (ii) Licensee shall conduct at Licensee's sole cost and expense a structural analysis and wind load analysis of the Tower which includes any existing loads and the load of Licensee's antennas, cabling and appurtenances. (iii) Upon the written request of Licensor at any time during this License, Licensee shall conduct at Licensor's sole cost and expense a radio frequency interference analysis ("RF Analysis") of the Equipment with all other equipment which is on the Tower as of the Commencement Date. (iv) Licensor shall use companies approved by Licensor for any structural analysis, RF Analysis, design, construction and installation of platforms, antenna systems, cable runs and any other modification of any type to the Premises. (v) Licensee shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Premises. Copies of the construction permit issued to Licensee shall be provided to Licensor. (b) Equipment. Licensee's communications system, including antennas, radio equipment and operating frequency, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by Licensee, which Licensee anticipates shall be located by Licensee on the Premises, is more particularly described on Licensee's collocation application, a copy of which is attached hereto as **Exhibit "C"** ("Equipment"). Licensor hereby grants Licensee reasonable access to the Tower and the Premises for the purpose of installing and maintaining the Equipment and appurtenances. Licensee shall be responsible for all site work to be done on the Premises pursuant to this License. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment. Licensee shall not construct or install any equipment or improvements on the Premises other than which are described in **Exhibit "C"** or alter the radio frequency or operation of the Equipment without first obtaining the prior consent of Licensor which consent may be withheld by Licensor in Licensor's reasonable discretion. Licensee acknowledges that Licensor may charge additional fees for the installation of any equipment not listed on **Exhibit "C"**. The Equipment shall remain Licensee's exclusive personal property throughout the term and upon termination of the License. Licensee shall have the right to remove all Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License; provided, Licensee repairs any damage to the Property or the Tower caused by such removal. If Licensee does not remove the Equipment on or prior to the expiration or termination of

this License, Licensee shall remove such Equipment within a reasonable period thereafter provided Licensee pays to Licensor 150% of the Fee in effect during such holdover period. (c) Compliance with Governmental Rules. All work shall be performed by Licensee or Licensee's employees, contractors or agents in a good and workmanlike manner. Licensor shall be entitled to require strict compliance with the plans and specifications approved by Licensor pursuant to paragraph 8(a), including specifications for the grounding of Licensee's equipment and antennas. All construction, installations and operations in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the FCC, FAA and all applicable codes and regulations of the city, county, and state concerned. Licensor assumes no responsibility for the licensing, operation and maintenance of the Equipment. Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Licensee covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor or pre-existing users on the Tower. (d) Post-Construction Drawings. Following the installation of its Equipment, Licensee shall provide Licensor with post-construction field drawings satisfactory to Licensor, highlighting any field changes made during installation and verifying the RAD center.

9. Utilities. All utility services installed on the Premises for the sole use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Premises necessary to serve its needs and for the payment of utility charges including connection charges and security deposits incurred by Licensee

10. Taxes. Except as provided immediately below, Licensor shall pay all real property taxes Licensor is obligated to pay under the Prime Lease. Licensee shall reimburse Licensor for any increases in real property taxes which are assessed as a direct result of Licensee's improvements to the Premises. As a condition of Licensee's obligation to pay such tax increases, Licensor shall provide to Licensee the documentation from the taxing authority, reasonably acceptable to Licensee, indicating the increase is due to Licensee's improvements.

11. Interference. Licensee agrees to install equipment of types and radio frequencies which will not cause interference to communications operations being conducted from the Property or the Tower by Licensor or other occupants of the Property or the Tower which are in place as of the Commencement Date. Licensee also covenants that the equipment installed by Licensee shall comply with all applicable laws, ordinances and regulations including but not limited to those regulations promulgated by the FCC. In the event the Equipment causes such interference, Licensee will take the steps necessary to correct and

eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Licensee of notice from Licensor describing the existence of the interference, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within fifteen (15) days after receipt by Licensee of such prior written notice from Licensor of the existence of interference, this License shall then terminate without further obligation on either part except as may be specifically enumerated herein and Licensee agrees to then remove the Equipment from the Premises. Licensor shall impose upon future licensees a duty to refrain from interfering with Licensee which is similar to that set forth herein.

12. Maintenance and Repairs. (a) Licensee shall perform all repairs necessary or appropriate to the Equipment on or about the Premises or located on any appurtenant rights-of-way or access to keep the Premises in good and tenable condition, reasonable wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Equipment resulting from the acts or omissions of Licensor shall be repaired by Licensor at Licensor's cost and expense, or at the option of Licensee, Licensor shall reimburse Licensee for the actual costs incurred as evidenced by adequate documentation by Licensee in repairing such damage or replacing such Equipment. (b) Licensor, at Licensor's sole cost and expense, shall maintain the Tower, and any other portions of the Property and improvements thereto to the extent required to be maintained by Licensor pursuant to the Prime Lease, in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Tower or the equipment or improvements of Licensor or others located on the Property or the Tower, which results from the acts or omissions of Licensee shall be repaired by Licensee at Licensee's cost and expense, or if such repairs are not made within a reasonable time, Licensor may make the required repairs and Licensee shall reimburse Licensor for the actual costs incurred as evidenced by adequate documentation by Licensor in repairing such damage or replacing such equipment or improvements.

13. Tower Marking and Lighting Requirements. Licensor shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC provided that if the requirement for compliance results from the presence of the Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required).

14. Mechanics' Liens. Licensee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be enforced against the Premises or any part thereof. Licensor shall

have the right at any time to post and maintain upon the Premises such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or removal of materials on the Premises. Licensor shall assume no liability for the payment of materials or labor which accrue in the installation of Licensee's improvements upon the Premises and no mechanics' or materialmen's lien for Licensee's improvements shall attach to the interest of Licensor in the Premises.

15. **Indemnification.** Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) claimed by a third party which arise out of the use and/or occupancy of the Premises by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. Except for its own acts of negligence or intentional misconduct, Licensor will have no liability for personal injury or death, loss of revenue due to discontinuance of operations at the Premises, or imperfect communications operations experienced by Licensee for any reason.

16. **Financing Agreement.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend in any way to the interests or property of Licensor.

17. **Disclaimer of Warranties.** LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE PREMISES OR THE TOWER. LICENSEE ACCEPTS THE PREMISES "AS IS".

18. **Environmental Indemnification.** (a) Licensee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Licensor from and against any and all environmental damages, caused by activities conducted on the Premises by Licensee, and (i) arising from the presence of any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation including petroleum or hydrocarbon based fuels such as diesel, propane or natural gas (collectively, "Hazardous Materials") upon, about or beneath the Premises or migrating to or from the Premises as result of Licensee's activities on the Premises, or (ii) arising in any manner whatsoever out of the violation by Licensee of any environmental requirements pertaining to the Premises and any activities thereon. Licensee covenants that it shall not nor shall Licensee allow its employees, agents or

independent contractors to use, treat, store or dispose of any Hazardous Materials on the Premises or the Property. (b) Licensor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Licensee from and against any and all environmental damages arising from (i) the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (ii) arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Premises and any activities thereon, either of which conditions came into existence prior to the execution of this License and are solely attributable to activities conducted on the Property by Licensor.

19. **Liability Insurance.** (a) Licensee is a self-insured public entity. Will endeavor to give at least thirty (30) days' written notice of termination or cancellation of the policy to Licensor. A certificate of such insurance or self-insurance, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to Licensor within thirty (30) days from the execution of this License and before the expiration of any term of such insurance from an insurance company authorized to do business in the state in which the Property is located. (b) Licensor agrees to maintain commercial general liability insurance in amounts deemed reasonably satisfactory to Licensee but no less than amount required of Licensee and which are in amounts consistent with industry practices for the business in which Licensor is engaged. Licensee and Licensor shall have the right to self-insure.

20. **Subrogation.** (a) **In General.** All insurance policies required under this License shall contain a waiver of subrogation provision under the terms of which the insurance carrier waives all of such carrier's rights to proceed against Licensor and Licensee (b) **Mutual Release.** Licensor and Licensee each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Premises and to the fixtures, personal property, improvements and alterations in or on the Premises that are caused by or result from risks insured against under any insurance policy carried by them and required by this License, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies. Licensor shall be named as an additional insured on any insurance policy procured by Licensee pursuant to this License.

21. **Destruction or Condemnation.** If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain, or if the whole or any substantial part of the Premises shall be destroyed by fire or other casualty, so as to interfere with Licensee's use and occupancy thereof, then this License shall cease on the part so taken on the date of possession by such authority of that part or the destruction of that part, and any unearned Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of

such possession, and Licensee shall have the right to terminate this License upon written notice to Licensors, which notice shall be delivered by Licensee within thirty (30) days following the date notice is received by Licensee of such taking or possession. If Licensee chooses not to terminate this License, the Fee shall be reduced or abated in proportion to the actual reduction or abatement of Licensee's use of the Premises.

22. **Default By Licensee.** The occurrence of any of the following instances shall be considered to be a default or a breach of this License by Licensee: (i) any failure of Licensee to pay the Fee or any other charge for which Licensee has the responsibility of payment under this License within ten (10) business days of the date following written notice to Licensee from Licensors of such delinquency; (ii) any failure of Licensee to perform or observe any term, covenant, provision or conditions of this License which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensors of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (iv) this License or Licensee's interest herein or Licensee's interest in the Premises are executed upon or attached; or (v) the imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensors' interest in the Tower or the Property and the same shall not be dismissed or otherwise removed within ten (10) business days.

23. **Remedies.** In the event of a default by Licensee under the terms of paragraph 22 of this License and after the Licensee's failure to cure such default within the time allowed the Licensee to cure such default, then Licensors may, in addition to all other rights or remedies Licensors may have hereunder at law or in equity, terminate this License by giving written notice to the Licensee stating the date upon which such termination shall be effective, terminate electrical power to the Equipment, and remove the Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense.

24. **Notices.** All notices or demands by or from Licensors to Licensee, or Licensee to Licensors, shall be in writing. Notices shall be effective two days after they are sent. Such notices or demands shall be mailed (U.S. mail,

certified with return receipt requested or by overnight courier service) to the other party at the following address:

Licensors: SpectraSite Communications, Inc.
100 Regency Forest Parkway,
Suite 400
Cary, NC 27511
Attention: Legal Department

Licensee: County of San Bernardino
Network Services
777 E. Rialto Avenue
San Bernardino, CA 92415-0740

User's Billing
Address: County of San Bernardino
Network Services
777 E. Rialto Avenue
San Bernardino, CA 92415-0740

25. **Emissions.** If antenna power output ("RF Emissions") are presently or hereafter become subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("ME") limits, or if the Tower otherwise become subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensors' reasonable requests for modifications to Licensee's Equipment which are reasonably necessary for Licensors to comply with such limits, rules, regulations, restrictions or ordinances. The RF Emissions requirements of Licensee shall be subordinate to any prior users of the Tower. Similarly, the RF Emissions of users subsequent to Licensee shall become subordinate to any requirements of Licensee. If Licensors requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with ME limits, then all reasonable costs of such an evaluation or study shall be shared equally between Licensors, Licensee, and any other users of the Tower. If said study indicates that RF Emissions at the facility do not comply with ME limits, then Licensors, Licensee, and subsequent tenants shall immediately take any steps necessary to ensure that they are individually in compliance with such limits or shall at the demand of Licensors cease operation until a maintenance program or other mitigating measures can be implemented to comply with ME.

26. **Relocation of Tower.** Licensors may, at its election, relocate the Tower to an alternative location or property owned or leased by Licensors. Such location will (i) be at Licensors' sole cost, (ii) not result in an interruption of Licensee's communications services. Upon such relocation, the Premises covered herein shall be the new Tower and the new ground area on which the new Tower sits. At the request of either party, Licensors and Licensee shall enter into an amendment of this License, to clarify the rights of Licensee to the new Tower.

27. **Entire Agreement.** This License contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto. This License may be

modified only by an agreement in writing executed by Licensor and Licensee.

28. **Successors and Assigns.** This License shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of Licensor and Licensee. Licensee may assign all or a portion of its rights, title or interests hereunder only upon Licensor's prior written consent, which consent shall not be withheld or delayed if Licensee's proposed assignee agrees in writing to be bound hereby and maintains at the time of such assignment, as demonstrated by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the current Initial Term or Renewal Term, as the case may be (or delivers to Licensor a full guaranty of such obligations by a guarantor that so demonstrates such a financial position). Any purported assignment by Licensee in violation of the terms of this License shall be void. Licensee may not sublicense all or any part of the Premises without Licensor's prior written consent. Licensor may assign its rights hereunder to any party agreeing to be bound and subject to the terms of this License.

29. **Limitation of Parties' Liability.** Neither Licensor nor Licensee shall be responsible for any incidental or consequential damages incurred resulting from (i) Licensee's use or Licensee's inability to use the Premises, or from (ii) damage to the other's equipment. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this License or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (if compensatory in nature), Licensee agrees that it shall look first to Licensor's insurance, and if its judgment is not fully satisfied within 30 days of presentation, then Licensee may look to Licensor's personal assets or Licensor's rights in the Property and Tower for the collection of such judgment.,

30. **Rules.** Licensor may, from time to time, establish reasonable rules relating to access to and from the Premises. Licensor agrees to give Licensee at least 15 days before Licensor attempts to enforce such rules. As provided herein, Licensee agrees to comply with such rules. Such rules shall not materially impede Licensee's access rights described elsewhere in this License.

31. **Miscellaneous.** (a) This License is governed by the laws of the State in which the Property is located. (b) If any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License will not be affected and each provision of this License shall be valid and enforceable to the full extent permitted by law. (c) The prevailing party in any action or proceeding to enforce the terms of this License is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party. (d) Failure or delay on the

part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach. (e) Each party executing this License acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

32. **Other Conditions:** (a) The execution of this License is subject to a structural analysis indicating that the Tower is of sufficient capacity to accommodate the load requirements of Licensee's Equipment. Licensor shall conduct the structural analysis and wind load analysis of the Tower, at Licensee's sole cost and expense, which includes any existing loads (as well as the loads that third-party users have the right to place on the Tower) and the load of Licensee's antennas, cabling and appurtenances. If the existing Tower has insufficient capacity to accommodate Licensee's Equipment, this License is contingent upon the completion of necessary structural enhancements or replacement of the Tower ("Improvements"). The completion of such Improvements may require obtaining additional land, landlord consent, and certain governmental approvals. Prior to the construction of any such Improvements, the parties shall amend this License to provide for the time period and costs associated therewith. In the event that the parties are unable to agree to such time period and/or costs, either party may terminate this License upon written notice to the other party. This License is contingent upon Licensor's ability to obtain the consent of the Licensor under the Prime Lease. If Licensor is unable to obtain such consent within ninety (90) days after the execution of this License then either party may terminate this License upon written notice to the other party

33. **Binding Agreement:** This Tower Attachment License Agreement shall become valid and binding only upon Spectrasite execution by its duly authorized representative.

34. **Former Licensee Officials:** a. Licensor agrees to provide or has already provided information on former Licensee administrative officials (as defined below) who are employed by or represent Licensor. The information provided includes a list of former Licensee administrative officials who terminated Licensee employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Licensor. For purposes of this provision, "Licensee administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Licensee Administrative Officer or member of such officer's staff, Licensee department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit E, List of Former Licensee Officials.) b. If during the course of the administration of this lease, the Licensee determines that the Licensor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Licensee,

this lease may be immediately terminated. If this lease is terminated according to this provision, the Licensee is entitled to pursue any available legal remedies.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Tower Attachment License Agreement as of the date and year first above written.

COUNTY OF SAN BERNARDINO

By _____
Fred Aguiar, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

J. RENEE BASTIAN, Clerk of the Board
of Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:
ALAN K. MARKS, County Counsel

By: _____
Fiona Luke, Deputy

Dated: _____

LICENSOR: LODESTAR TOWERS CALIFORNIA, INC.,
by SpectraSite Communications, Inc., a Delaware Corporation as its attorney -in-fact

By: _____

Name: _____

Title: _____

Date: _____